UNOFFICIAL COP99032124

8963/0166 10 001 Page 1 of .

SECOND LIEN REAL ESTATE

When Recorded Mail To: FREMINED BY:
PREFERRED MORTGAGE ASSOCIATES,

12413 S. HARLEM, STE 202 PALOS HEIGHTS, IL. 60463 99032124

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS:

That CAROLINA GUILLEN, ELIZABETH GUILLEN AND BENITO GUILLEN ALL SINGLE hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, and warrants, NEVER to The Illinois Development Finance Authority, hereinafter called Mortgagee, whether one or more, the MARRIED following described real state and premises situated in the Program Area, as defined in the Origination and Servicing Agreement by and among the Authority, the Servicer and various Lenders, to wit:

(include P.I nur. oer, address of property and legal description)

SEE ATTACHED FOR COMPLETE LEGAL DESCRIPTION.

PATA.

With all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the same, subject to prior lien evidenced by a mortgage from the Mortgagor to be executed contemporaneously herewith.

This mortgage is given to secure the payment of the principal sum of \$3997.96, bearing interest at the rate of 0% per annum according to the terms of a certain Second Lion Real Estate Note of even date herewith, signed by the Mortgagor, the payment thereon being due on or before the 1ST day of NOVEMBER, 2008, as provided by the Second Real Estate Note.

The Note secured by this Mortgage has a nominal maturity of ten years, but will be lorgiven to the extent of twenty percent (20%) of the original principal amount on the fifth anniversary of the Mortgage Loan closing date; an additional twenty percent (20%) of the original principal amount on the sixth anniversary of the Mortgage Loan closing date; and twenty percent (20%) of the original principal amount on the seventh anniversary of Mortgage Loan closing date; twenty percent (20%) of the original principal amount on the eighth anniversary of the Mortgage Loan closing date. This Mortgage will be fully forgiven on the tenth (10<sup>th</sup>) anniversary of the Mortgage Loan closing date. Unless the obligations under the Note are assumed by a transferee of the residence qualified in the option of the Servicer of the Mortgage Loan to assume such obligations, the Note and Mortgage securing the property will be accelerated at the then principal balance if the Mortgagor sells or voluntarily refinances the first mortgage note within ten years of the Mortgage Loan closing date.

## **UNOFFICIAL COPY**

In the event the Mortgagor defaults in the payment of said indebtedness, or fails to perform the other covenants and agreements hereof, the Mortgagee may foreclose this Mortgage, as provided by law and as often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay to the Mortgagee a sum equal to ten percent (10%) of the amount due as attorney's fees, in addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said indebtedness and the performance of other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void.

The Mortgagor, in event of a foreclosure hereunder, hereby waives appraisement of said premises, or not, at the option of the Mortgagee.

SIGNED AND DELI	VERED this 15 da	ny of Oct	<u>, 199 (</u> .		
	70x	Can	elina	Heul	lem
	Co	)		G :	· 1
		6 mal	reth:	Guili Gullen	<u> </u>
STATE OF ILLINOIS	S )		٠.		
COUNTY OF . CO	ok ) ss		2	•	••
	E, the undersigned, a ,1992, persona d foregoing instrument and voluntary act and d	ally appeared to and acknowled	me know ged to me	r to be the in	dentical person who _ executed the same
GIVEN UND	ER MY HAND AND	SEAL the day an	id year last	t above writ'en	
	OFFICIAL SI SHARON DA NOTARY PUBLIC – STATE MY COMMISSION EXPIR	ALY OF ILLINOIS	Notar	onoxa( y Public	aly

99032124

## **UNOFFICIAL COPY**

## **RIDER - LEGAL DESCRIPTION**

LOT 22 IN BLOCK 15 IN MARQUETTE ROAD TERRACE, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF NCIPAL
ODERAL
ODERAL
OCOOP COUNTY CLERK'S OFFICE THE SOUTHWEST 1/4 IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD FINCIPAL MERIDIAN , IN COOK COUNTY, ILLINOIS.

19-22-411-019

99032124